



Bay County Transportation Planning Organization (TPO)

Request for Proposals (RFP)

Rebranding Project

RFP #21-01

Section I: Background

The TPO is seeking proposals from professional firms with experience in working with organizations interested in organizational branding, advertising, and public relations. This is a request for proposals for such consulting services, that can execute the necessary processes and achieve our goal of creating a successful imaging and re-branding campaign. Proposers should be able to develop a comprehensive organizational branding and marketing campaign, whereas the goal is to modernize the public transit image for the local area, aiding in attracting and retaining riders. The branding campaign should assist with providing a sense of pride for the Bay County Public Transit System as well as drum up support and engagement from key stakeholders in the local community. This RFP is not to be construed as a commitment of any kind, nor does it commit the TPO to pay for costs incurred in the submission of a Proposal or for any costs incurred prior to the execution of a formal contract.

Section II: Specific Terms and Conditions

Communication. Communications in connection with this Proposal shall be in writing and shall be addressed to Transit Procurement and Operations Technician, Mrs. Vanessa Phillips, Bay County Public Transit System Administration and Meeting Facility.

Proposals will be submitted to the attention of Mrs. Vanessa Phillips. The address for U.S. mail and hand delivery is Bay County TPO, 1021 Massalina Drive, Panama City, Florida 32401. The telephone number is 850-248-8161 and the email address is vphillips@baycountyfl.gov. It is the responsibility of the Proposer to assure that correspondence has been received by the Bay County TPO. Any questions or comments directed to any other Bay County TPO Board Member, Transit System employees, officials or agents may result in a Proposal being disqualified.

A copy of the Request for Proposal is available at the Bay County Public Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401.

Anticipated Proposal Schedule

RFP Advertisement.....	June 10, 2021
Pre-Proposal Meeting.....	June 21, 2021 at 2:00 PM CDT
Questions Due.....	June 25, 2021 at 4:00 PM CDT
Proposals Due	July 7, 2021 at 2:00pm CDT
Evaluation	July 12 thru 16, 2021
Award of Services.....	October 28, 2021
Start Date	November 1, 2021

Contract Term. The term of the contract shall commence upon execution by the TPO and continue for one (1) year. The exact length of the contract term will be determined at contract negotiation.

Proposal Questions/Clarifications and/or Suggestions. Proposers are encouraged to make suggestions and recommendations regarding the specifications and content of this Proposal. All suggestions will be reviewed by the Project Manager assigned to this project and will be addressed in writing via an addendum. Additionally, questions and or requests for clarifications regarding the content of this Proposal are to be submitted in writing and will be addressed in the same addendum format. If a Proposer feels a conflict exists between what is considered a good practice and these specifications, he/she shall state in writing all objections prior to submitting a Proposal.

Addenda. The TPO reserves the right to alter, revise or amend the specifications prior to Proposal due date as noted. Addenda, if any, shall be issued as required, and if such addenda will have an impact on price and or delivery, shall be issued no later than ten (10) calendar days prior to the due date. Copies of such addenda shall be furnished to all prospective Proposers. If the revisions and addenda require changes in quantities or specifications, or both, the date set for submitting Proposals must be postponed by such number of days as in the opinion of the TPO shall enable Proposers to revise their Proposals.

Receipt of addenda to this Proposal by a Proposer must be acknowledged by signing and returning the addendum as stated on said addendum. In the event that an unexpected change is required later than this, the TPO reserves the right to postpone Proposal due date. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation.

All addenda shall be incorporated into the final contract by reference.

Proposal Due Date. Proposals are due on Wednesday July 7, 2021 at 2:00pm CDT. The address for U.S. mail and hand delivery is Bay County Public Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401.

Any bid, modification, or withdrawal, that is received at the Bay County Public Transit System Administration and Meeting Facility after the exact time specified for receipt of bids is “late” and will not be considered.

If an emergency or unanticipated event interrupts normal agency processes so that bids cannot be received at the Bay County Public Transit System Administration and Meeting Facility by the exact time specified in the solicitation, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the Bay County Public Transit System Administration and Meeting Facility is open to the public.

Proposal Withdrawal. Each and every Proposer who submits a Proposal specifically waives any right to withdraw it except as hereinafter provided. Proposers will be given permission to withdraw any Proposal after it has been deposited with the TPO, provided any Proposer makes his/her request in writing, one (1) hour before time that Proposals are due. No Proposer may withdraw his/her Proposal within ninety (90) calendar days after the Proposal opening. The TPO reserves the right to make an award within ninety (90) calendar days from the date Proposals are due, during which time, Proposals shall not be withdrawn.

Opening of Proposals. Proposals will be publicly opened immediately following the proposal due date and time. Proposals will be opened in the Bay County Public Transit System Administration and Meeting Facility located at 1021 Massalina Drive Panama City, Florida 32401. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Evaluating Committee and other procuring officials, employees and agents having a legitimate interest will be provided access to the Proposals and evaluation results during this period.

Award. The contract will be awarded to the highest scored responsive and responsible Proposer, whose Proposal is most advantageous to the TPO, all factors being considered. Awards will be made in accordance with the procurement documents.

Assignment. The selected Proposer shall not assign, transfer, convey or otherwise dispose of, in whole or part, the contract, purchase order or any award relating to this Proposal without the prior written approval of the TPO, which approval the TPO will not unreasonably withhold.

Contract Changes. The TPO may, at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, a mutually acceptable equitable adjustment shall be made in the contract price and the contract shall be modified in writing accordingly. Any claim by the TPO for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Contractor of the notification of change.

Contract Expiration/Termination. The TPO reserves the right to negotiate any part of this proposal including on a cost element basis and/or request a best and final proposal. Additionally,

the TPO reserves the right to award on the basis of initial proposals submitted without any negotiations or discussions. Proposals should be submitted initially on the most favorable terms possible, from a technical standpoint. The TPO additionally reserves the right to discard all proposals and reissue said proposal. The TPO reserves the right to waive any informalities or variation in any proposal that it deems to be immaterial or to reject any or all, or any part of any proposal.

Contract Default or Bankruptcy. If the successful Proposer shall default in complying with the provisions of this agreement, and such default shall continue beyond thirty (30) days, then the TPO may terminate this contract upon thirty (30) days written notice, via certified mail. The contract shall terminate at the expiration of the thirty (30) day period unless the default shall be cured within the thirty (30) day period. In the event of contract termination, neither party shall have any further claim against the other.

Contractor Evaluation/Demand to Cure. Contractor performance will be evaluated by the TPO or designee until completion or termination of the Contract. The quality of contractor performance in a number of areas will be rated, at a minimum, as satisfactory, needs improvement, unsatisfactory, or not applicable. When evaluations are rated less than satisfactory, contractors will be notified. These notifications shall identify deficient areas in contract performance and afford the Contractor the opportunity to correct/cure or present its position concerning items that were reported to be deficient. Contractors that are determined to be not responsible will not be eligible for Contract award and are subject to the termination clauses for default contained in this document.

Failure to cure deficiencies in performance relative to any of the standards or requirements set forth in this document will result in a “demand to cure” notification to the Contractor from the TPO. The third documented notification of a “demand to cure” within any twelve (12) month period may be grounds to cancel this contract for cause.

Section III: General Terms and Conditions

Investigation of Conditions. Proposers are directed to read the specifications and terms of this Proposal carefully, as no additional compensation will be granted for failure to inform him/her and or miscalculations.

TPO Rights. The TPO reserves the right to procure any item/service by any other means if determined to be in its best interest. The TPO has sole and exclusive right and title to all printed material produced for the TPO and the Contractor shall not copyright the printed matter produced under this contract.

The Proposer agrees that it is in compliance with all applicable, federal, state and local laws and regulations; including without limitation all statutes, rules, regulations, ordinances, proclamations, demands, directives, executive orders, or any other requirements of any municipal, state, federal government and all subdivisions thereof which may hereafter govern the sale, delivery, or performance of the goods and/or services contemplated by this Proposal, executive or administrative requirements in furnishing goods and services, including the TPO's equal employment opportunity and disadvantaged business enterprise utilization obligations under its contract with the Federal Transit Administration. The Contractor also agrees that it will hold the TPO harmless and indemnify the TPO from any action that may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations.

No Proposal will be accepted from nor will any contract be awarded to any person or firm that is in arrears to the TPO upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to the TPO or that has failed to perform faithfully in any previous contract with the TPO.

The TPO reserves the right to waive any informalities or variations in any Proposal that it deems to be immaterial, or to reject any or all, or any part of any Proposals if such action is deemed to be in the best interest of the TPO.

Duty to Inform. If a Proposer becomes aware of any discrepancy, ambiguity, error or omission in this solicitation package, the Proposer shall report it to the TPO or TPO designee. The TPO will determine the necessity for clarification and may issue an addendum as a result. If any time during the performance of this contract, the proposer becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any contract document, Federal, State or local law, rule or regulation, the contractor shall give immediate written notice thereof to the TPO or TPO designee.

Disqualification of Proposers. Proposers may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

- Failure to use the Proposal Forms furnished by the TPO;
- Lack of signature by an authorized representative on the Proposal Forms;
- Failure to properly complete the Proposal Forms and certifications;
- Evidence of collusion among Proposers;
- Unfairly represents or conceals any material fact in the Proposal;
- Failure to conform to the law or specifications of this Proposal or
- Unauthorized alteration of the Proposal Forms.

- Conditional Proposals or those taking exceptions to the specifications may be considered non-responsive and may be rejected.
- In all cases, material must be furnished as specified.
- Proposals received after date and time scheduled for Proposal opening will be considered non-responsive.
- All Proposal documents must be returned with Proposal.

Rights and Remedies. The duties and obligations imposed by the resulting contract and the rights and remedies available hereunder shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Failure of the TPO to act shall in no way constitute a waiver of any right afforded to them under this agreement, nor shall any such action or failure to act constitute an approval of or an acquiescence in any breach of this agreement, except as may be specifically agreed in writing by the TPO.

Law and Venue. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Florida, whether or not its conflict of law principles would dictate otherwise. This Agreement shall be deemed to have been made in Bay County, Florida.

The contractor irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Florida Superior Court (except as otherwise required by law or that Agreement), and, with respect to any claim between the Parties, to venue in The Fourteenth Circuit Court, in and for Bay County, Florida, and irrevocably waives any objections that it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non convenienc e or otherwise. Nothing herein shall be construed to waive any of the States immunities.

Contract Incorporation and Required Certifications. Contractor should be aware that the contents of the successful Proposal as well as the entire content of Proposal and attachments will become a part of the subsequent contractual documents. Additionally, the contractor should be aware of the contents of the certifications and guidelines contained herein, that it will be required to execute as required by the FTA, FDOT and the TPO. Failure of contractor to accept these obligations will result in the rejection of its Proposal or cancellation of any award. The model clauses set forth in this Proposal are adopted and expressly made part of this Proposal, contract and agreement; and in construing such clauses, all references to the Recipient or government shall be referenced to all participating agencies, FTA, and FDOT, and all references to the contractor shall refer to the party awarded any contract as a result of this procurement transaction.

Indemnity and Insurance. The Contractor agrees to, and will, indemnify and hold harmless the TPO and it's, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "indemnities") harmless from any liability in any amount for claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Second Party and/or of its subcontractors under this Agreement, including any supplement thereto, or resulting from the non-performance of the Second Party and/or any of its subcontractors of any of the covenants and/or specifications of this Agreement including any

supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's performance under this contract. The Contractor agrees that while performing services specified in this agreement he/she shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the TPO from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor further agrees to, and will, defend indemnities, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's responsibilities as contemplated by the Contract. Contractor's obligations and duties as established in this Section will be in force and apply to Contractor's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended the acts, omissions or failures to act of parties other than the Contractor (including indemnities) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

The Proposer shall further assume all liability for loss by reason of neglect or violations of Federal, State, or Local laws, ordinances or regulations and shall do and perform all work necessary to conform to such laws, ordinances and regulations.

Advertising. The TPO has sole and exclusive right and title to all printed material produced for the TPO and the Proposer shall not copyright the printed matter produced under this contract.

Interpretation of Language. Should any question arise as to the interpretation of any language of this Proposal or of any other contract document, the question shall be submitted to the TPO or TPO designee, who shall interpret the language. The TPO or the TPO designee's interpretation shall be final and conclusive.

Waiver. The waiver of any provision, term or condition herein by the participating agencies on any occasion shall not constitute a general waiver and shall not release the selected Proposer from the obligation of otherwise performing or observing such provision, term or condition.

Entire Agreement. The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of the TPO under the laws of the State of Florida.

Third Part Contract Requirements. The successful Proposer(s) will be required to comply with all terms and conditions prescribed for third party contracts by the FTA, FDOT, and TPO.

Procurement Process. This procurement is following the process as provided for in FTA, FDOT, and TPO Purchasing Procedures. In addition to price and the responsiveness to technical specifications, there are other factors that may also be considered in the procurement in order to determine what is in the best interest of the participating agencies and is the most efficient and economical use of public funds.

Omission of Details. No advantage shall be taken by the supplier in the omission of any part or detail that is required to make the supply complete and ready for utilization, even though such detail is not mentioned explicitly in the specifications. All such omissions not herein specified shall conform to the highest standards in the industry.

Acceptance/Contract. Each Proposal is to be submitted with the understanding that the acceptance in writing by the TPO of the offer described herein shall constitute a contract between the Proposer and the TPO, which shall bind the Proposer on its part to furnish at the prices submitted in the Proposal and in accordance with the terms and conditions of this Proposal. The contract shall be considered as made in Florida, and the construction and enforcement of it shall be in accordance with the laws of the State of Florida. The successful Proposer will be required, within ten (10) days after receiving written notice to do so, to enter into an operating contract with the TPO. The terms and conditions of a final contract between the TPO and the successful Proposer will be subject to negotiation. All negotiation will be kept strictly confidential throughout the selection process. Only the procuring officials, employees and agents having a legitimate interest will be provided access to the Proposals and negotiation results during this period. The contract will be considered a part of these specifications and is incorporated by this reference.

Extension of Time. The TPO may determine, in its sole and absolute discretion, that a reasonable extension of time for completion of delivery of services contemplated hereunder may be made under the following conditions:

When the Vendor is delayed due to cause beyond his/her control including, but not limited to strikes, fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action or acts of terrorism), and/or any other cause similar to the foregoing. A delay shall be construed as being beyond the selected Proposer's control only if the delay was not reasonably expected to occur in connection with or during the selected Proposer's performance, and it was substantial and in fact delayed the total progress of the work, and it could not adequately have been guarded against by contractual or legal means. When the selected Proposer is delayed in progress regarding one area of fulfilling the agreement, but can proceed with performance in another area, he or she must so proceed.

Where the selected Proposer and the TPO have executed a change order that provides for an extension of time of completion, no extension of time will be granted unless a written request for extension is served on the TPO within ten (10) business days from commencement of the delay. Requests for extensions of time shall specify the nature of the cause of the delay, and such other proofs as are reasonably related to the cause of the delay. The selected Proposer shall provide the TPO with all information reasonably required by it to make a decision on the request. In the case of such extension, the time of delivery completion shall be extended by a period of time equal to every one-day of delay.

Silence of Specifications. The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best acceptable commercial practice is to prevail and that only services of the highest standard are to be used. All interpretations of these specifications shall be made on the basis of this statement.

Protest Policy and Procedures. It is the policy of the TPO that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third-party procurements using good administrative practices and sound business judgment. It is the TPO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and TPO policies.

The TPO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the FTA Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at the Bay County Public Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401.

Applicability. This regulation is applicable to all TPO employees, TPO Transit System Administration employees, and First Transit employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against the TPO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

Definitions.

“Common Grant Rules” refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients/sub-recipients of Federal assistance including Indian tribal governments.

“Interested Party” means a party that is an actual or prospective Bidder or Proposer whose direct economic interest would be affected by the award or failure to award the third-party contract at issue. A subcontractor does not qualify as an “interested party.”

“Protest” means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential Proposer's or contractor's remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

“Protester” means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”

“Types of Protests” there are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

1. A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by the TPO requesting bids from vendors or other interested parties.
2. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.

A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within five (5) business days of the making of the award.

3. A post-award Protest generally alleges a violation of applicable federal or state law and/or TPO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

Standards. All Protests must be filed in writing to (no other locations are acceptable):

Bay County TPO
Mr. Lamar Hobbs, Transit Program Administrator
1021 Massalina Drive
Panama City, Florida 32401

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. A Protester must exhaust all of protest administrative remedies before pursuing a protest with the TPO.

The TPO or TPO designee shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the TPO or TPO designee must be in writing and shall include a response to each substantive issue raised in the Protest. The decision shall constitute the TPO's final administrative determination.

If the TPO postpones the date of Bid submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, the TPO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for Bid submission shall be postponed until the TPO or TPO designee has issued a final decision.

The Protester may withdraw its Protest or Appeal at any time before a final decision is issued.

Reviews of Protests by the TPO are limited to:

- 1) Failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or
- 2) Violations of State law or regulation.

A Protest Appeal to the TPO must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the TPO shall be made not later than five (5) working days after a final decision by the TPO or TPO designee is rendered. Protest appeals should be filed with:

Bay County TPO
Mr. Lamar Hobbs, Transit Program Administrator
1021 Massalina Drive
Panama City, Florida 32401

Additional Documentation. The successful Proposer must be aware that prior to an award being made additional documentation may be requested to complete the contract. This documentation

may include any or all of the following: Additional Company Information, Title VI Compliance Information, Required Affidavits (upon award), etc.

Section IV: Specifications/Scope of Services

Develop a comprehensive organizational branding and marketing campaign, whereas the goal is to modernize the public transit image for the local area, aiding in attracting and retaining riders. The branding campaign should assist with providing a sense of pride for the Bay County Public Transit System as well as drum up support and engagement from key stakeholders in the local community.

- Brand Creation:
 - Research and Discovery sessions with key leadership
 - Naming Recommendations
 - Visual Concepts
 - Application and style guide

- Public Involvement:
 - Naming contest
 - Voting contest
 - Announcement of final brand

- Ride Guide Updates:
 - Graphic design to integrate brand into existing route maps (print & online files)

Please provide us with your hourly rate and estimated range of effort for each of the following required services. The ideal candidate will be available to complete all required services within the allotted timeline at a competitive rate.

Service	Description	Hourly Rate	Estimated Effort (# of hours)
Brand Creation	Brand Discovery Sessions <ul style="list-style-type: none"> • Coordinate and conduct discovery sessions • Analyze findings and draft discovery report 		
	Brand Development <ul style="list-style-type: none"> • Presentation of system naming recommendations • Development of overall creative approach/direction • Execution of visual logo design • Presentation of creative concepts • Development of brand style guide 		
	Brand Application <ul style="list-style-type: none"> • Design and layout of branding on a series of platforms (Exterior bus, route stops, business 		

	paper, etc.)		
	Project Oversight & Management <ul style="list-style-type: none"> • Coordination of client meetings • Fiscal project oversight • Coordination of final deliverables 		
Public Involvement	Public Contest Activities: Web Eblast Digital Ads <ul style="list-style-type: none"> • Development & launch of dedicated one-page website for name submissions and voting • Eblast development and distribution • Digital graphics & hard costs for advertising 		
Ride Guide Design	Graphic Design <ul style="list-style-type: none"> • Develop individual and system-wide maps for use online and in a printed ride guide • Create timetables for each route • Design a new ride guide featuring maps and timetables as necessary 		

Operating Requirements. The successful respondent will be required to perform complete advertising servicing and sales functions including but not limited to:

1. Provide adequate personnel to facilitate and provide a product of the highest quality in a timely manner.
2. Possession of creative flair, versatility, conceptual/visual ability, and originality.
3. Demonstrable graphic design skill with a strong portfolio.
4. Able to work independently, set and prioritize projects to meet deadlines in a fast-paced environment.
5. Excellent interpersonal and communication skills and works well with others as part of a team.
6. Up to date with industry software (In Design, Illustrator, Photoshop, etc.).
7. Professionalism regarding time, cost, and deadlines.
8. Shall be knowledgeable of and shall comply with all applicable local, state and federal laws and regulations.
9. Shall be solely responsible for the payroll, insurance coverage, benefits, personnel administration, and supervision of all personnel hired by the Proposer to provide the services required by this contract.
10. Successful candidate must have access to a computer, design software, and office space. These items will not be provided by the Bay County TPO.

On-Site Visitation. Proposers may wish to make an on-site visit to the Bay County Public Transit System's Transit Yard to inspect the vehicles. Contact Mrs. Vanessa Phillips, 850-248-8161, to make arrangements for an inspection.

Section V: Proposal Submission, Evaluation Criteria and Evaluation Submission

The original and 5 copies of the Proposal, must be submitted and received on July 7, 2021 by 2:00 PM CDT. The address for U.S. mail and/or hand delivery is the Bay County Public Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401. The telephone number is (850) 248-8161. Proposals must be submitted to the attention of Mrs. Vanessa Phillips, Transit Operations and Procurement Technician. Proposal outer packaging must be clearly marked with “RFP #21-01” and “REBRANDING PROJECT” in capital letters.

Proposer Qualifications. Each Proposal must contain the following information:

1. Cover letter indicating your interest in being considered and why you should be selected.
2. The Proposer must have a minimum of five (5) years of experience in the brand development and marketing business, with specific experience working with transit agencies and must demonstrate it has the ability to fulfill the obligations of this contract.
3. The Proposer will provide the names and qualifications of staff who will be assigned to this contract.
4. The Proposer will provide a list of other transit or relevant agencies that are current clients, inclusive of the name and phone number of a contact person at each agency.
5. The successful Proposer must detail any work to be done by a subcontractor and provide relevant information about the subcontractor’s ability to perform the work.
6. Required Proposal forms as provided in this RFP, including all required information and pricing detail and budget. The Proposer must print or type his/her name and company on each Proposal and continuation sheet.

Submission Format. The TPO desires concise proposals and suggests the following format:

1. Firm Name
2. Business Address
3. Telephone Number
4. Year business established
5. Type of Organization - Individual, Partnership, or Corporation and whether firm is a Disadvantaged Business Enterprise (DBE)
6. Statement of Qualifications - Statement of qualifications and relevant experience in the brand development and marketing business, with specific experience working with transit agencies for the past five (5) years.
7. Professional Qualifications – Names and qualifications of key personnel to be assigned to this contract.
8. Work Plan – Provide a brief work plan describing how your firm will provide the required services.
9. References – Provide references of other transit agencies that your company has provided similar type services to.

10. If a DBE, you must submit an active DBE Certification.

The TPO has established procedures to protect the integrity of the Proposal process. Failure to properly mark your Proposals appropriately may result in your Proposal being disqualified for noncompliance. It is solely and strictly the respondents' responsibility to ensure that Proposals are delivered prior to the closing date and time. The TPO assumes no responsibility for any disclosure of Proposal terms for a Proposal that is submitted which does not meet these sealed Proposal marking requirements including delays caused by United States mail delivery or any other occurrence.

Evaluation Criteria. The following represent the principal selection criteria, which will be considered during the evaluation process of the Proposals.

Responsibility Criteria

Responsibility Questionnaire and Required Proposal Submittals up to 30 points

The Responsibility questionnaire and its contents will be reviewed under this section for determining Proposer responsibility. In order to qualify as a responsible Proposer, in addition to other requirements herein provided, a Proposer must be prepared to prove to the satisfaction of the TPO that it has the integrity, skill, and the time specified. All Proposers shall complete and submit the Responsibility Questionnaire contained in the required form submittal section of this RFP. Items including but not limited to references, project personnel, certifications, etc., will be checked and verified.

Experience and Qualifications of staff assigned to contract

Specifications--Scope of Services up to 30 points

The experience of the assigned staff, especially with transit agencies, will be strongly considered. Sections IV pertaining to the Specifications--Scope of Services of this document will be evaluated in this category. Proposers must adequately incorporate and address all of the requirements of the RFP.

Budget

Cost and Effort up to 40 points

A thorough and accurate Proposal and Budget for the contract term is required detailing what cost will be associated with the project and the estimated effort required to complete the project within the allotted timeline. The Sub-committee will determine if the rates provided by each proposer is fair and reasonable.

Oral Presentations. During the evaluation process, the top-ranked Respondents may be required to make oral presentations to the Sub-committee. Such presentations will provide firms with an opportunity to answer any questions the Sub-committee may have on the firm's Proposal. Not all respondents may be asked to make such oral presentations.

Evaluation. The TPO has an established evaluation process for the review of the Proposals. Proposals will be analyzed for responsiveness, compliance with technical specifications, capabilities, quality, instructions and all other aspects of this RFP.

Proposals that do not comply with these instructions and do not include the required information, forms and certifications may be rejected as insufficient or not be considered. The TPO reserves

the right to request a Proposer to provide any missing information and to make corrections. All non-responsive respondents will be notified in writing.

Proposers are advised that detailed evaluation forms and procedures will follow the same Proposal format and organization as specified in Section II of this document. Therefore, Proposers shall pay close attention to this format and instruction. Submittal of a Proposal will signify that the Proposer has accepted the whole of the Contract documents, except such conditions, exceptions, reservations or understandings explicitly, fully and separately stated in the Proposer's Proposal submittal. Any such conditions, exceptions, reservations, or understandings, which do not result in the rejection of the Proposal, are subject to evaluation under the Proposal evaluation criteria.

The TPO will appoint a Sub-committee who will be responsible for the review and evaluation of Proposals submitted in response to this RFP. The Sub-committee will independently evaluate Proposals. and may convene at any time to discuss any questions or concerns they may encounter.

Upon completion of reviews, individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

The Sub-committee may invite top ranked Proposers for an interview. After interviews are conducted the Sub-committee will be provided the opportunity to revise their original review to accurately reflect any additional information that may have been obtained through the interview process. Each Sub-committee member will document this separately and independently. Once again individual scores will be gathered and a total composite score will be established and Proposals will be ranked in order of total score.

The Proposer with the highest ranked Proposal (number 1), and whose cost and effort Proposal is acceptable, may be contacted regarding any potential areas to be negotiated. If negotiations are determined not necessary, a contract will be awarded to that company. If negotiations are conducted and not successful with the number 1 ranked Proposer then negotiations may be conducted with the next highest-ranking Proposer and so on down the line until negotiations are successful in producing a Proposal that is found to be the most advantageous to the TPO.

The TPO reserves the right to contact Proposer(s) regarding an interview, areas of concern, areas to be negotiated and/or request a best and final Proposal. The TPO additionally reserves the right to award on the basis of initial Proposals submitted without any negotiations or discussions if such action is deemed to be in the best interest of the TPO. In any event, the TPO reserves the right to accept the Proposal it deems to be in its best interest. All unsuccessful Proposers will be contacted notifying them of their status.

These criteria are presented to allow the TPO the ability to analyze Proposals received on an equal basis and to afford all Proposers the opportunity to know the basis upon which their Proposals will be evaluated.

Section VI: Required Proposal Forms

The Proposal price/cost shall include all labor, materials, tools, equipment, transportation and other costs necessary to fully complete the procurement pursuant to the Proposal terms, conditions and specifications.

Submittal Checklist for RFP #21-01. All Forms/Certifications below must be completed and included when you submit your Proposal Package:

- One (1) Original and Five (5) Sealed Copies of the Proposal Package
- Cover letter indicating your interest in being considered, experience, and why you should be selected.
- Statement of No Proposal (If Applicable)
- Part II, Identity of the Proposer; including other transit or relevant agencies that are current clients.
- Part III, Technical; including names and qualifications of staff who will be assigned to this contract.
- Part IV, Proposal/Bid Acknowledgement
- Affidavit of Non-Collusion/Conflict of Interest
- Third Party Federal Contract Clauses
- Government-Wide Debarment and Suspension
- Addendum(s) (as issued)

Submitted Proposal contains all completed Forms/Certifications as listed above

Authorized Signature

Date

Statement of No Proposal

Note: If you do not intend to submit a Proposal for this project, please return this form immediately to: Bay County Public Transit System Administration and Meeting Facility, 1021 Massalina Drive, Panama City, Florida 32401

We, the undersigned, have declined to submit on your RFP #21-01 for the following reasons:

- Specifications too “tight,” i.e., geared toward one brand or manufacturer only (explain below)
- Insufficient time to respond to the RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Specifications
- Specifications unclear (explain below)
- Remove us from your “Vendors List” altogether
- Other (specify below)

Remarks _____

We understand that if the “no proposal” letter is not executed and returned, our name may be deleted from any and all Vendor Lists for Bay County TPO.

Company Name _____

Address _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

Responsibility Questionnaire

Part I: Instructions

1. Please state “not applicable” in questions clearly not applicable to Bidder/Proposer in connection with this solicitation. Do not omit any question. If any representation is not accurate and complete at the time Bidder/Proposer signs this Questionnaire, Bidder/Proposer must, as part of its Bid/Proposal, identify the provision and explain the reason in detail in the space provided below. If additional space is needed, add additional sheet(s) to this Questionnaire. If this space is left blank, Bidder/Proposer shall be deemed to have represented and warranted the accuracy and completeness of the representations on this Questionnaire.
2. All information must be legible.
3. The term “Bidder” includes the term “Proposer” and also refers to the firm awarded the Contract. The term “Bid” includes the term “Proposal.”
4. If during the performance of this Contract, either of the following occurs, Proposer shall promptly give notice in writing of the situation to the Transit Program Administrator, and therefore cooperate with the TPO’s review and investigation of such information.
 - i. Proposer has reason to believe that any representation or answer to any question contained in this Questionnaire was not accurate or complete at the time this Questionnaire was signed; or
 - ii. Events occur or circumstances change so that an answer to any question is no longer accurate or complete.
5. In the TPO’s sole discretion, the following shall constitute grounds for the TPO to take remedial action up to and including immediate termination of the Contract for convenience without payment for work not performed if:
 - i. Proposer fails to notify the Transit Program Administrator as required by “4” above:
 - ii. Proposer fails to cooperate with the TPO’s request for additional information as required by “4” above.
6. The TPO reserves the right to inquire further with respect to Proposer’s response; and Proposer consents to such further inquiry and agrees to furnish all relevant documents and information as requested by the TPO. Any response to this document prior or subsequent to Proposer’s Response which is or may be construed as unfavorable to Proposer will not necessarily automatically result in a negative finding on the question of Proposer’s responsibility or a decision to terminate the Contract if it is awarded to Proposer.

Part II: Identity of Proposer

Company Full Legal Name _____

Contact Person _____

Legal Address _____

Legal Telephone Number _____

Email Address _____

Indicate all other names by which this organization has been known and the lengths of time known by each name. Please attach additional pages as needed.

Company Federal taxpayer identification number _____

Operating as one of the following forms of legal entity (Check whichever applies and fill in any appropriate blanks):

- An individual or sole proprietorship
- A general partnership
- A limited partnership
- A joint venture consisting of _____ and _____.
- A non-profit organization
- A corporation organized or incorporated under the laws of the following state or country _____ on the following date _____
- Other (please explain)

Part II: Identity of Proposer (continued)

1. If the organization is a corporation, indicate the following:

Date of incorporation _____

State of incorporation _____

President's name _____

Vice-President's name _____

Secretary's name _____

2. Certificate of Incorporation been previously filed with the TPO (corporation only)

Yes No If "NO," attach a certified copy

3. How many years has this organization been in business under its present business name? _____

4. List below the names, business addresses, telephone numbers and contact person(s) of three Companies, Firms or Organizations similar in size to the TPO's transit system for whom you have performed work/services similar to those sought through this Request for Proposal. Make your references aware that the TPO will be calling and that the call should be addressed as quickly as possible - this may affect your responsibility scoring.

Name _____

Address _____

Contact _____

Telephone Number _____

Name _____

Address _____

Contact _____

Telephone Number _____

Name _____

Address _____

Contact _____

Telephone Number _____

5. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

6. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization where it failed to complete a contract? If so, note whom, when and where and attach a separate sheet of explanation to this form.

Part III: Technical

1. List each contract which, during the last two (2) years, the person/entity contracting with you:
 - i) terminated for default;
 - ii) sued to compel performance;
 - iii) sued to recover damages, including, without limitation, upon alleged breach of contract, misfeasance, error or omission or other alleged failure on your part to perform as required by your contract;
 - iv) or called upon a surety to perform the work.

2. During the past three (3) years, has the Proposer’s firm ever been a party to a bankruptcy or reorganization proceeding?
 Yes No

If answer is “YES,” explain below.

3. Describe below whether any present or anticipated Title VI Discrimination Complaints against your company exist. Attach additional paperwork if necessary. If none, state “None.”

4. Describe whether any present or anticipated commitments and/or contractual obligations might have an influence on the capabilities of the Proposer to perform the work called for by this Contract. Any apparent conflicts as between the requirements/commitments for this Contract with respect to the use of Proposer's resources, such as management or technical expertise or financing, should be explained. If none, state “None.”

5. If any professional or other licenses, permits, or certifications are required to perform the work/services called for by this solicitation, list the license, permit, or certification that the Proposer or Proposer’s employees or agents possess. If none, state “None.”

License or Permit or Certification _____

Name of Holder _____

Issuing State or Entity _____

6. Have any of the Proposer's officers, partners, owners, managers or employees had any project related licenses, permits or certifications revoked or suspended in the past three years.

Yes No

If the answer is "YES", explain below.

8. List the names, titles and attach resumes or brief descriptions of the related industry experience for all personnel assigned to this project. At a minimum this will include the primary Manger assigned to this project that will have the primary responsibility for performing the majority of work under this contract. This should clearly reflect the record of skill and experience of your proposed project management team.

Affidavit of Non-Collusion and Information Required of Proposers

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the bid (if the Proposer is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached bid or bids has/have been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent bids or competition;
3. That the contents of the bid or bids have not been communicated by the Proposer or its employees or agents to any person not an employee, agent, or board member of the Proposer or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Company Name

Authorized Signature

Contractor's E.I. Number
(Number used on Employer's Quarterly Federal Tax Return)

Sworn to before me this _____ day of _____, 20_____

Notary Public Signature

My Commission expires this _____ day of _____, 20_____

Acceptance of Federal Clauses

This procurement shall conform in all respects to the Federal Transit Administration's Federally Required and Other Model Clauses including but not limited to the clauses listed below:

- Access to Records and Reports
- Civil Rights Laws and Regulations
- Debarment and Suspension
- Disadvantaged Business Enterprise (DBE)
- DHS Seal, Logo, and Flags
- Energy Conservation
- Equal Employment Opportunity
- Federal Changes
- Incorporation of Federal Transit Administration (FTA) Terms
- No Government Obligation to Third Parties
- Patent Rights and Rights in Data
- Program Fraud and False or Fraudulent Statements and Related Acts
- Prompt Payments
- Safe Operation of Motor Vehicles
- Termination

Company Name

Authorized Signature

Printed Name

Title

Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the

purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies,

DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions.”

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Subrecipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (*see* section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is __%. A separate contract goal [**of __ % DBE participation has**] [**has not**] been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Subrecipient deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
- c. ***{If a separate contract goal has been established, use the following}*** Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following [**concurrent with and accompanying sealed bid**] [**concurrent with and accompanying an initial proposal**] [**prior to award**]:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above [as a matter of responsiveness] [with initial proposals] [prior to contract award] (see 49 CFR 26.53(3)).

{If no separate contract goal has been established, use the following} The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Subrecipient. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Subrecipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- e. The contractor must promptly notify Subrecipient, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Subrecipient.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA preapproval.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq
49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA:

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Subrecipient requests which would cause Subrecipient to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

PATENT AND RIGHTS IN DATA

37 CFR Part 401

49 CFR Parts 18 and 19

Applicability to Contracts

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Flow Down

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language

The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. **Rights in Data** - These following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may

not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education,

individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in

U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

PROMPT PAYMENT

Applicability to Contracts

All contracts.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 calendar days from the receipt of each payment the prime contractor receives from the grantee. The prime contractor agrees further to return retainage payments (if any) to each subcontractor within 15 calendar days after the subcontractor(s)' work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the grantee. This clause applies to both DBE and non-DBE subcontractors.

It is the responsibility of the subcontractors to notify the grantee's DBE Liaison Officer of prime contractor noncompliance with the above prompt payment provisions. Upon receipt of such notification, the grantee will investigate and take appropriate action.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

In order to enforce the provision of this section, the grantee may, at its sole discretion, take any or all of the following actions:

(1) Assess liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor; and/or

(2) Pay subcontractors directly and deduct this amount from the retainage owed to the prime contractor; and/or

(3) Issue a stop-work order until payments are released to subcontractors, which shall constitute unauthorized delays by the prime contractor for the purposes of calculating liquidated damages if milestones are not met; and/or

(4) Any other action authorized for enforcement of provisions of this agreement.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

All contracts.

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or City Utilities of Springfield Missouri.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the

Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the

time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

Government-Wide Debarment and Suspension

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 1. Equals or exceeds \$25,000,
 2. Is for audit services, or,
 3. Requires the consent of a Federal official, and

- g. It will require that each covered lower tier contractor and subcontractor:
 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.
- (3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Company Name

Authorized Signature

Printed Name

Title

Date

PROFESSIONAL SERVICES CONTRACT
CONTRACT XX-XX
BAY COUNTY PUBLIC TRANSIT SYSTEM REBRANDING PROJECT

This Contract, dated _____, is between the Bay County Transportation Planning Organization, at 1021 Massalina Drive, Panama City, FL 32401 ("TPO"), and Vendor Name, located at Vendor Address, City, State, Zip ("Vendor") for the Bay County Public Transit System Rebranding Project.

WITNESSETH:

1. Intent

TPO is engaging the services of the Vendor to provide Construction Engineering and Inspection Services for the Water Treatment Plant Train 2 Concrete & Coating Repairs Project.

2. Scope of Services

The Vendor will perform those services stated in RFP 21-01, incorporated herein, and the Vendor's Proposal attached hereto as **Exhibit 1**, which includes Project Scope, Goals, and Specific Project Requirements.

3. Compensation

The terms and conditions of this contract are fixed price and fixed time. For the satisfactory completion of the services to be provided under this Contract, TPO agrees to pay the Vendor a lump sum fee of \$_____.

Monthly invoices shall be submitted to the TPO in a format and distribution schedule defined by the TPO, no later than the 10th day of the following month.

If the Vendor cannot submit their monthly invoice on time, the Vendor shall notify the TPO, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Vendor shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

A Final Invoice will be submitted to the TPO no later than the 30th day following Final Acceptance of the individual project or as requested by the TPO.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

4. Lump Sum or Cost Plus Fixed Fee Contracts

The Vendor certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the TPO to be inaccurate, incomplete, or non-current, the original price for such Contract and any additions there to shall be adjusted to exclude any increases in the compensation paid to the Vendor due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for service rendered under this Contract.

5. Effective Date and Time of Performance

This contract takes effect on the date of execution by TPO and shall be valid for a period of 12 months.

6. Independent Contractor

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-consultants under it, be considered to be employees of TPO.

7. Vendor's Personnel

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the TPO objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from TPO premises.

8. Cooperation

Vendor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Vendor will cooperate with the TPO Transit Program Administrator or their designee as requested and specifically to allow the TPO to inspect the performance of work of this Contract.

9. TPO Representative

The TPO Transit Program Administrator or a designee has authority to designate the work to be done by Vendor, to inspect such work, and to resolve questions which arise between the parties. The Vendor or the Vendor's designee will deal with the TPO's representative on matters relating to the performance of the work. The TPO shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

10. Records / Audits

The TPO is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

- a. Keep and maintain public records required by the TPO to perform the service;
- b. Upon request from the TPO's custodian of public records, provide the TPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the TPO.
- d. Upon completion of the contract, transfer, at no cost to the TPO, all public records in possession of the Vendor, or keep and maintain public records required by the TPO to perform the service. If the Vendor transfers all public records to the TPO upon

completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO's custodian of public records in a format that is compatible with the information technology systems of the TPO.

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The TPO, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

11. Public Records Custodian

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract contact, TPO Custodian of Public Records, at (850) 248-8161, or 1021 Massalina Drive, Panama City, Florida 32401.

12. Insurance

The Vendor represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit

13. Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contain the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Vendor may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of TPO. Any

subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the TPO.

15. Termination for Convenience

The TPO may terminate this Contract at any time for any reason by giving at least thirty (30) days notice in writing to the Vendor. If the contract is terminated by the TPO as provided herein, the Vendor will be entitled to receive payment for those services reasonably performed to the date of termination.

16. Termination for Cause

If the Vendor fails to comply with any of the terms and conditions of this Contract, TPO may give notice, in writing, to the Vendor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, TPO may, with no further notice, declare this Contract to be terminated. The Vendor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by TPO by reason of the Vendor's failure to comply with this contract.

Notwithstanding the above, the Vendor is not relieved of liability to TPO for damages sustained by TPO by virtue of any breach of this Contract by the Vendor and TPO may withhold any payments to the Vendor for the purpose of setoff until such time as the amount of damages due TPO from the Vendor is determined.

Failure of the Vendor to comply with the provision of Section 19 Laws, Rules, and Regulations shall constitute grounds for the TPO to immediately terminate this Contract for cause and declare the Vendor to be non-responsible for bidding or proposing on future contracts for one year from the date the TPO notifies the Vendor of such non-compliance.

17. Scrutinized Companies

Vendor must certify that the company is not participating in a boycott of Israel.

Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the TPO will not contract for the provision of goods or services with any scrutinized company referred to above.

Submitting a false certification shall be deemed a material breach of contract. The TPO shall provide notice, in writing, to the Vendor of the TPO's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the TPO's determination of false certification was made in error then the TPO shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

18. Documents Incorporated by Reference

TPO's Request for Qualifications (RFP 21-01) and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. TPO is responsible for compliance with all applicable Federal or State laws. The Vendor specifically agrees to assist TPO with ensuring compliance with all applicable Federal or State laws.

19. Laws, Rules and Regulations

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Vendor's performance of this Contract and the preservation of public health and safety. Upon request by the TPO, Vendor shall provide proof of such compliance to the TPO.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

20. Indemnification and Hold Harmless

The Vendor shall indemnify and hold harmless the TPO, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the design professional in the performance of the agreement.

The parties understand and agree that such indemnification by the Vendor relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Vendor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

21. Duty to Pay Defense Costs and Expenses

The Vendor agrees to reimburse and pay on behalf of the TPO the cost of the TPO's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the TPO has prevailed.

The TPO shall choose its legal defense team, experts, and contractors and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the TPO shall be in addition to any and all other legal remedies available to the TPO and shall not be considered to be the TPO's exclusive remedy.

This Section survives termination or expiration of this Contract.

22. Errors and Omissions

Acceptance of the work by the TPO or Contract termination does not constitute TPO approval and will not relieve the Vendor of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Vendor shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Vendor without additional compensation. If these errors and/or omissions are discovered during construction of the project, they shall be corrected without additional compensation.

23. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

24. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the TPO of any breach of this Contract or a waiver of any default of Vendor and the making of such payment by the TPO while any such default or breach shall exist shall in no way impair or prejudice any right of the TPO.

25. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

26. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the TPO:
Bay County TPO
Vanessa Phillips
1021 Massalina Drive
Panama City, FL. 32401

For the Vendor:

The Vendor shall notify the TPO Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Vendor’s notification of address change is sufficient if sent by email or facsimile.

27. Special Representation

The Vendor represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Vendor further declares that no improper personal, political or social activities have been used or attempted in an effort to

influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Vendor shall make this Contract null and void.

28. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The initial solicitation provisions are final priority.

29. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ____ day of _____, 2021.

Executed by:

**BAY COUNTY TRANSPORTATION
PLANNING ORGANIZATION**

ATTEST:

By: _____
Lamar Hobbs, Program Administrator

Gene Keen, Operations Coordinator

APPROVED AS TO FORM:

Office of the TPO Attorney

VENDOR:

By _____
Authorized Representative

Its _____

State of: _____
County _____
of: _____

This Contract was acknowledged and subscribed before me the undersigned notary by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBITS:

1. Vendor's Proposal
2. Insurance Requirements

**EXHIBIT 1
VENDOR'S PROPOSAL**

EXHIBIT 2

BAY COUNTY TRANSPORTATION PLANNING ORGANIZATION INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

- a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. The TPO may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the TPO.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Transportation Planning Organization, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, consultants or Vendors to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or Vendors will be subject to the same rules of conduct and tests as the employees of the Bay County Transportation Planning Organization. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the TPO's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the TPO is not satisfied with the actions of the contractor, subcontractor, vendor, or Vendor, the TPO can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or Vendors employees from its premises or decline to do business with the contractor, subcontractor, consultant or vendors in the future. All expenses and penalties incurred by a contractor, subcontractor, consultant or vendors as a result of a violation of the TPO's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or Vendor.

3. INSURANCE - BASIC COVERAGES REQUIRED

- a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the TPO, on policies and with insurers acceptable to the TPO. These insurance requirements shall not limit the liability of the Vendor. All subcontractors are subject to the same coverages and limits as the Vendor. The TPO does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the TPO as an additional insured to the extent of the TPO's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Vendor waives its right of recovery against the TPO, to the extent permitted by its insurance policies.

- d. The Vendor's deductibles/self-insured retentions shall be disclosed to the TPO and may be disapproved by the TPO. They shall be reduced or eliminated at the option of the TPO. The Vendor is responsible for the amount of any deductible or self-insured retention.
- e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the TPO shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the TPO, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Vendor shall also purchase any other coverages required by law for the benefit of employees. The Vendor shall provide to the TPO an Affidavit stating that he/she meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent Vendors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the TPO's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide that the TPO shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as:

Bay County Transportation Planning Organization
1021 Massalina Drive
Panama City, Florida 32401

All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the TPO by the Vendor. **The Bay County TPO shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the TPO at least 15 days after coverage renewals.
3. If requested by the TPO, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.
4. For the Commercial General Liability coverage the Vendor shall, at the option of the TPO, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the TPO, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

ADDITIONAL INSURANCE

If checked below, the TPO requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.